

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

WORLD FUEL SERVICES (Singapore)
Pte. Ltd., a Singapore Company,

Plaintiff,

v.

M/V NEW AMBITION, IMO 9282613, *In Rem*,
and STX PAN OCEAN CO., LTD., a Korea
Company,

Defendants.

IN ADMIRALTY

No. C13-5452 BHS

ORDER APPOINTING MARINE LENDERS
SERVICES, LLC, AS SUBSTITUTE
CUSTODIAN AND PERMITTING
MOVEMENT OF VESSEL, OFFLOADING
OF CARGO AND INSPECTION OF
DEFENDANT VESSEL

Plaintiff World Fuel Services (Singapore) Pte. Ltd. ("World Fuel"), through its attorney of
record, Charles P. Moure of Harris & Moure, pllc, appeared, makes the following recitals:

Recitals

1. On June 7, 2013, World Fuel filed its verified Complaint herein, requesting that the vessel
M/V NEW AMBITION, IMO 9282613, and bunkers of defendant STX Pan Ocean Co., Ltd. located on
the vessel M/V NEW AMBITION, IMO 9282613, their engines, machinery, and other appurtenances,
etc., be condemned and sold to pay plaintiff's claims and for other proper relief.

2. It is anticipated that the Clerk of the Court will be authorized by this Court

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1 to issue a Warrant of Arrest and Attachment commanding the United States Marshal for this District to
2 arrest and take the defendant vessel and fuel into custody and to detain it in custody until further order
3 of this Court.

4 3. It is contemplated that the United States Marshal will seize the defendant vessel fuel
5 forthwith. Custody by the U.S. Marshal requires the services of one or more keepers at a charge of at
6 least \$900.00 per day per keeper, not including charges for moorage and the other services usually
7 associated with safekeeping vessel similar to the defendant vessel.

9 4. The defendant vessel and fuel is currently moored at or near Vancouver, Washington. After
10 arrest, it may be necessary to move the vessel to the facilities of Marine Lenders Services, LLC at 5350
11 30th Avenue NW, Seattle, Washington, or to other suitable moorage. It may also be necessary to
12 offload any remaining cargo from the vessel. It may be necessary to offload and sell the fuel.

14 5. Plaintiff is agreeable to allowing Marine Lenders Services, LLC to assume the responsibility
15 of safekeeping said vessel and fuel and Marine Lenders Services, LLC has consented to act as custodian
16 of the vessel and the fuel until further order of this Court. Fees and expenses to be charged by Marine
17 Lenders Services, LLC will be substantially less than the cost of leaving the defendant vessel in the
18 custody of the U.S. Marshal.

20 6. Buck W. Fowler Jr, Managing Member by declaration, has stated that Marine Lenders
21 Services, LLC has no interest in the outcome of this lawsuit, can arrange for adequate facilities and
22 supervision for the proper safekeeping of the vessel, and has obtained the legal liability insurance
23 through Great American Insurance and Marine Policy # OMH-540-52-76 with policy limits of not less
24 than \$5,000,000 which is expected to be adequate to respond in damages for loss of or injury to the
25 defendant vessel or for damages sustained by third parties due to any acts, faults or negligence of the
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1 substitute custodian. Further, in his declaration, Buck W. Fowler Jr, on behalf of Marine Lenders
2 Services, LLC has agreed to accept custody of the vessel and its equipment in accordance with the
3 terms of this Order.

4 7. In consideration of the U.S. Marshal's consent to the appointment of Marine Lenders Services,
5 LLC as substitute custodian, plaintiff agrees to release the United States and the U.S. Marshal from any
6 and all liability and responsibility arising out of the care and custody of the defendant vessel and its
7 equipment, from the time the U.S. Marshal transfers custody of the vessel over to the substitute
8 custodian, and plaintiff further agrees to indemnify and hold the United States and the U.S. Marshal
9 harmless from any and all claims whatsoever arising out of the substitute custodian's possession and
10 safekeeping of the vessel.
11

12
13 Order

14 NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

15 1. That upon the seizure of the defendant vessel, M/V NEW AMBITION, IMO 9282613, its
16 engines, tackle and other appurtenances and its fuel pursuant to the Warrant of Arrest, the U.S. Marshal
17 for the Western District of Washington is authorized and directed to surrender custody of the vessel and
18 its fuel to Marine Lenders Services, LLC as substitute custodian herein, and that upon such surrender,
19 the Marshal shall be discharged from his/her duties and responsibilities for the safekeeping of the vessel
20 and its fuel and held harmless from any and all claims arising out of said custodial services.
21

22 2. That Marine Lenders Services, LLC, as substitute custodian, shall see to
23 and be responsible for the safekeeping of the defendant vessel and fuel. The duties of the substitute
24 custodian shall include, but are not limited to, ensuring that there is adequate, safe moorage for the
25 vessel and fuel. The substitute custodian is not required to have a person live on board the vessel, but
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1 an officer or authorized agent of the substitute custodian shall go on board the vessel, from time to time
2 to carry out the duties of substitute custodian. No other person shall be allowed to enter on the vessel
3 except as provided for herein or as otherwise expressly authorized by order of this Court.

4 3. That the defendant vessel and fuel may be moved by tug or other safe means from its present
5 moorage to adequate, safe moorage at the facilities of the substitute custodian on the Lake Washington
6 Ship Canal, Seattle, Washington or other suitable location. The substitute custodian shall notify the
7 office of the U.S. Marshal that the vessel and fuel is to be moved and shall again notify the office of the
8 U.S. Marshal when the vessel and fuel has been moved. Once the vessel and fuel has been moved to
9 the facilities of the substitute custodian or other suitable moorage, the defendant vessel and fuel shall
10 not be moved again without further order of the Court.

11 4. That Marine Lenders Services, LLC, as substitute custodian, may if necessary offload any
12 cargo and fuel aboard the vessel and arrange for storage of the same at a suitable storage facility. The
13 substitute custodian shall notify the office of the U.S. Marshal prior to engaging in any such offloading
14 of cargo and fuel and again upon the completion of any such offloading.

15 5. That Marine Lenders Services, LLC, as substitute custodian, may if necessary, offload any fuel
16 and arrange for disposal of the same. The substitute custodian shall notify the office of the U.S.
17 marshal prior to engaging in any such offloading and again upon the completion of any such offloading.

18 6. That Marine Lenders Services, LLC, as substitute custodian, may, but is not required to, retain
19 a marine engineer familiar with the vessel and to take him or her on board the vessel with authorized
20 agents of Marine Lenders Services, LLC to assist in the securing of the vessel.

21 7. That Marine Lenders Services, LLC, as substitute custodian, may, but is not required to,
22 remove those pieces of electronic equipment on board the vessel, if any, which may be easily removed
23

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1 without damage to the vessel, and that such removed electronic equipment shall be stored in a safe,
2 secure storage pending further Order of this Court.

3 8. That Marine Lenders Services, LLC, as substitute custodian, may, but is not required to, retain
4 such services as are necessary to clean the interior and/or exterior of the vessel, remove food products
5 with such services to be performed under the supervision of the substitute custodian.
6

7 9. That plaintiff shall arrange to pay charges for moorage of the vessel and the fees, costs and
8 legal liability insurance premiums of the substitute custodian and shall reimburse the substitute
9 custodian for such other costs as may be incurred in conduction of the inventory of the equipment on
10 board, in securing the vessel, in having the vessel cleaned, in moving the vessel, and/or in offloading
11 any cargo from the vessel.
12

13 10. That subject to final approval by the Court, all fees, costs and expenses incurred by plaintiff or
14 the substitute custodian pursuant to the terms of this Order shall be deemed administrative expenses of
15 the U.S. Marshal.

16 11. That plaintiff's attorney shall send a copy of this Order to the owner of the defendant vessel an
17 d fuel at the last address known by plaintiff, and to the address shown on the record of the U.S. Coast
18 Guard by Certified Mail, Return Receipt Requested.
19

20 12: IT IS FURTHER ORDERED that the substitute custodian may permit boarding and inspection
21 of the defendant vessel and fuel by marine surveyors, representatives of plaintiff, defendant and
22 prospective purchaser's in order to determine the vessel's condition and value at a date and time
23 convenient to the substitute custodian.
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13: All costs of such boardings and inspections shall be paid by such prospective and third party purchasers directly to Marine Lenders Services, LLC prior to boarding, such expenses shall not be deemed administrative costs in custodial herein. All persons entering on board the vessel shall execute a waiver and release. The substitute custodian or its employees shall be in attendance at all times of such boarding.

14: IT IS FURTHER ORDERED THAT all crew members shall remain on board the defendant vessel and continue to operate and maintain all ship systems pending further order of this Court.

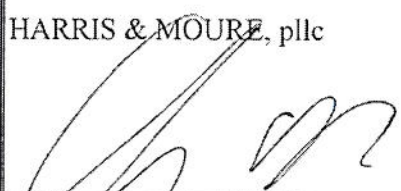
It is further requested that the Clerk of this Court deliver three certified copies of this order to the United States Marshal forthwith.

DATED this 16 day of June, 2011.


UNITED STATES DISTRICT JUDGE

Presented by:

HARRIS & MOURE, PLLC


Charles P. Moure, WSBA # 23701
Attorney for Plaintiff

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